

**UNITED STATES BANKRUPTCY COURT
Eastern District of Virginia
Richmond Division**

In re:

Circuit City Stores, Inc., *et al.*,
Debtors.

Case No. 08-35653-KRH

Chapter 11

Jointly Administered

**RESPONSE OF EDWIN WATTS GOLF SHOPS, LLC,
TO LIQUIDATING TRUST'S TWENTIETH OMNIBUS
OBJECTION TO LANDLORD CLAIMS**

COMES NOW Edwin Watts Golf Shops, LLC ("Edwin Watts"), by counsel, and respectfully submits the following response to the Twentieth Omnibus Objection to Landlord Claims ("Objection") [Docket No. 10072] filed herein by the Circuit City Stores, Inc. Liquidating Trust (hereinafter referred to for convenience as the "Trustee"):

1. On November 10, 2008 ("Petition Date"), Circuit City Stores, Inc. ("Debtor") and related companies filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code.

2. Edwin Watts timely filed a proof of claim in this matter (the "Proof of Claim"), to wit, Claim No. 7659,^{*} setting forth Edwin Watts' claim (the "Claim") in the amount of \$10,850.00. A true and accurate copy of the Proof of Claim is attached hereto as Exhibit "A", and the factual basis of the Claim set forth therein is incorporated herein.

3. As more particularly set forth in the Proof of Claim, the Claim arises out of a security deposit paid to the Debtor, as sublessor of certain real property located in Dallas, Texas, by Edwin Watts, as sublessee.

^{*} Originally designated on the Court's Claims Register as Claim No. 150.

4. As set forth on Schedule "C" to the Objection, the Trustee proposes to reduce Edwin Watts' claim from \$10,850.00 to \$5,071.20, purportedly "[r]educ[ing] [the amount of the Claim] by subtenant rent past due from claimant of \$5,778.80." Although the quoted language may be susceptible to multiple interpretations, Edwin Watts interprets such language as the Trustee's assertion that Edwin Watts owes (or owed) \$5,778.80 in rent to the Debtor.

5. Edwin Watts respectfully avers that its books and records do not reveal any rent owed to the Debtor.

6. Specifically, the last invoice sent by the Debtor to Edwin Watts, dated October 1, 2008 (a month prior to the Petition Date), showed current charges for rent (and related charges) in the amount of \$17,336.42, and no delinquent charges whatsoever. A true and accurate copy of such invoice is attached hereto as Exhibit "B".

7. The current charges shown on such invoice were paid in full by Edwin Watts' check number 731176 in the amount of \$17,336.42, which was remitted to the Debtor and deposited by the Debtor on or about October 8, 2008. A true and accurate copy of the cancelled check is attached hereto as Exhibit "C".

8. The foregoing averments are based upon the personal knowledge of the following individual:

William Grigsby
Vice President
Edwin Watts Golf
850-244-2066 ext 170
850-244-4931 fax
bgrigsby@wattsgolf.com

Mr. Grigsby's Declaration, stating that Edwin Watts is not indebted to the Debtor for \$5,778.80 in back rent as alleged by the Objection, is attached hereto as Exhibit "D" and is incorporated herein by reference.

9. Pursuant to this Court's Order Establishing Omnibus Objection Procedures and Approving the Form and Manner of Notice of Omnibus Objections ("Order") [Docket No. 2881], Edwin Watts will provide such additional documentation as it may have upon request.

10. Pursuant to the Order, Edwin Watts' notice address is identical with the address of its undersigned counsel.

WHEREFORE, Edwin Watts Golf Shops, LLC, prays that this Court enter an order (A) overruling the Objection with respect to Edwin Watts' claim; (B) allowing the Claim in its entirety; and (C) granting Edwin Watts such other and further relief as this Court may deem appropriate.

Dated: March 16, 2011.

EDWIN WATTS GOLF SHOPS, LLC

By: /s/ Meredith L. Yoder

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CERTIFICATE OF SERVICE

I hereby certify that I caused the foregoing to be filed with the Clerk, and served upon the parties listed below, via the ECF system as of this 16th day of March, 2011:

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